Clallam Transit System

BIKE LOCKER PROGRAM AGREEMENT

Clallam Transit System (CTS) has made bicycle lockers available at the Gateway Transit Center, Sequim Transit Center, Forks Transit Center, and Owl Creek for the sole purpose of assisting daily commuters who use a bicycle as part of their transportation plan.

Bicycle commuters retain the use of the locker for an indefinite period of time provided there have been no violations of a signed user agreement with CTS and a semi-annual renewal is complete, providing current tenant information. These lockers are available on a first come, first served basis. They are only available to commuters over age 18 who regularly and consistently (three or more days in aggregate per week) commute part way by bicycle. The applicant represents that he/she is indeed commuting part way on a bicycle, and agrees that the locker will be used only for the storage of a bicycle and accessories.

Items stored in the lockers exclude bicycles with any combustion type engine or motor. Storage of any unrelated items or objects, including any combustible materials, will result in the immediate forfeiture of the locker and deposit. The locker shall not be used in connection with any activity prohibited by law. The applicant waives any claim to the right to privacy, expressly consenting to allow a CTS agent to open and inspect the locker and its contents at any time and without prior notice. Such inspections may occur in the event of an emergency, a reasonable belief that a health or safety hazard exists, and if and when there is a reasonable belief that any of the terms and conditions of this Agreement have been or are being violated.

CTS assumes no liability and is not responsible for fire, theft, loss or damage to the contents of the bicycle locker. The tenant indemnifies and holds CTS harmless, as well as its directors, officers, agents, representatives and employees from any and all liability of any nature arising from the use of the locker.

Renewals will be sent to the address provided on the tenant's application. Lost or stolen mail will not be the responsibility of CTS. CTS must receive the renewal agreement on or before the expiration date to ensure continued use of the assigned locker. **Failure to renew this Agreement will result in cancellation and forfeiture of the listed deposit.** The renewal may be hand delivered to our office, faxed, emailed, or mailed to:

Mailing address:

Clallam Transit System
830 W Lauridsen Blvd
Port Angeles, WA 98363

Phone: (360) 452-4511 x7352
Fax: (360) 452-1316 *Attn. Bike Lockers*
Email: frontdesk@clallamtransit.com

Original: 8/ 2009; Revised: 9/2014, 5/2018

A security and key deposit of $45.00 is required at the time the application is submitted. There is no monthly rental fee. Expenditures incurred by CTS may deplete the initial deposit amount should the following services be required. Deductions are itemized below, but are not limited to the following list of possible expenses. Should deductions be necessary, any remaining deposit amount will be refunded (by check) within 60 days after the locker is vacated and the key is returned to CTS.

Schedule of possible costs:

Re-key bike locker tumbler and replace key	$45.00 an hour
Clean up due to poor maintenance by tenant	$45.00 an hour
Locker damage by tenant	$45.00 an hour
Key replacement or extra key	$10.00 each

This Agreement may be terminated by tenant written notice and surrender of any and all keys issued by CTS at the same address as listed for Renewals submittals. Violation of any terms and conditions of this Agreement will result in immediate termination and tenant will have up to 30 days to reclaim property removed from the locker. CTS shall have no duty or responsibility whatsoever to care for, safeguard, or maintain the removed property for the benefit of the tenant.

Items not claimed within that period will be disposed of by CTS. Any funds received from unclaimed items shall belong to CTS.

All terms and conditions governing bicycle locker usage are contained herein. Tenants will be notified in writing of any changes in policies or information required to retain the use of bicycle lockers, should changes occur.

Submission of a completed CTS Bicycle Locker Application constitutes application for the use of a bicycle locker. Actual execution of this Agreement will occur when CTS accepts the application, the tenant pays the required deposit and a locker is assigned.